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**PRIVILEGED AND CONFIDENTIAL**  
**ATTORNEY-CLIENT COMMUNICATION**

July 24, 2023

**VIA EMAIL:** [zoyavk@outlook.com](mailto:zoyavk@outlook.com)  
Zoya, Kovalenko  
13221 Oakland Hills Boulevard  
Germantown, MD 20874

**Re: Terms and Conditions of Engagement**

Dear Zoya:

We appreciate the opportunity to represent you in connection with the dispute you are having with your former employers, Kirkland & Ellis LLP and other defendants (currently case no. 4:22-cv-05990-HSG) (“Defendants”). This retainer letter (the “Agreement”) shall serve to memorialize the terms and conditions under which you are engaging Filippatos PLLC (the “Firm”) as your counsel in connection with the matter referenced herein. The Firm acknowledges that Zoya Kovalenko will serve as local counsel.

**Scope of Engagement**

Under this Agreement, Filippatos PLLC will provide legal services for you in connection with the engagement referenced above, which legal services may include settlement negotiations and the drafting or re-drafting of various documents. You understand that we are relying on the facts as given to us by you. You further understand that this Agreement to provide legal services is limited to the matter described above, which is representation of you in the litigation of your employment-based claims against the Defendants through a trial (but not including post-trial appeals), as well as all settlement negotiations that may occur, and that any other matters for which we may become engaged on your behalf (such as appeals) will be handled under a separate retainer agreement. If there is an open offer, such as a written severance or separation agreement, to you from the Defendants at the time this retainer is executed, Filippatos PLLC cannot guarantee that the offer will remain open once the Firm has been retained and/or we begin to take steps in the course of our representation.

**Fees, Expenses, Billing Practices, Staffing, and Contingency Interest**

As explained to you, our fee for professional services rendered will be calculated based upon a contingency fee equal to forty percent (40%) of the gross amount of any recovery obtained on your behalf. In the event a resolution involves more than one payment installment, attorneys’ fees and costs will be paid from the first installment(s), unless otherwise agreed upon by the Firm and Zoya Kovalenko. There is a possibility that you will recover nothing, in which case we will receive no attorneys’ fee from you. Nevertheless, in no event will we undertake any single cost to you in excess of one thousand dollars (\$1,000.00) without first obtaining your written authorization.

Customary out-of-pocket costs, disbursements and office charges incurred as a result of the engagement can include filing fees, court reporter and transcript fees, expert and consultant fees and expenses, mediation fees, document copying costs, postage, messenger and overnight courier costs, electronic document production, computerized legal research costs, word processing costs, and travel costs, parking and other expenses incurred while away from our office on your business. Unless otherwise agreed in writing, the Firm charges interest at a rate of 1% per month on all unpaid invoices or balances sent to you remaining past due for more than thirty (30) days.

Please note that based on its contribution to the prosecution of your claims, Wigdor LLP, is entitled to twenty-five percent (25%) of the forty percent (40%) contingency interest of Filippatos PLLC stated above; however, this arrangement has no bearing on your remaining interest under this Agreement to sixty percent (60%) of any recovery after applicable legal costs.

In the event of a recovery by settlement or award, to the extent permitted by law, we will endeavor to have your former employer pay our attorneys' fees and disbursements directly to us, as determined by operation of this Agreement. If we receive any such payment directly, we will adjust accordingly any fees or disbursements we may have previously billed you.

We are not tax experts; therefore, you should seek professional tax advice to determine whether any settlement proceeds, jury award, or judicial judgment you receive are taxable. However, generally speaking, all employment-based settlement proceeds are taxable by the IRS as personal income, while payment of contingency attorneys' fees are not taxable to you. The Firm and Zoya Kovalenko agree to reasonably cooperate and work together to provide Zoya Kovalenko with the best terms of any compensation or settlement for tax purposes, including incorporating any tax advice that Zoya Kovalenko may receive from a tax attorney or her accountant. However, Zoya Kovalenko acknowledges that the Firm does not practice tax law and cannot guarantee any tax treatment.

It is understood that you are not retaining a particular attorney at Filippatos PLLC, but rather the whole Firm as your legal representative in this matter. While the undersigned has ultimate supervisory authority over this matter, we reserve the right, in our sole discretion, to assign or delegate some or all aspects of your matter to any attorney or staff member at Filippatos PLLC as we deem appropriate for purposes of efficiency, expedience, or expertise.

#### **Obligations of Parties and Terms of Disengagement**

As a condition of our undertaking this matter, you agree to cooperate and participate fully in the conduct of your case and to truthfully and immediately notify us of any and all information that could affect our representation of you. This Agreement confirms that, in compliance with professional obligations, we have already discussed with you and have resolved any potential conflicts of interest with present or former clients of our Firm arising from this representation.

Additionally, as you are aware, Filippatos PLLC represents a wide variety of clients in myriad areas of legal practice. Some of these clients that we now represent, or may undertake representation of in the future, may be in conflict with you on matters that are unrelated to the work we are doing for you. Furthermore, as a condition to our undertaking this representation, you hereby acknowledge that we may represent new and existing clients, except for Defendants, in matters that are not substantially related to our work for you, even if the interest of such clients may be indirectly adverse to you (or to any entity or person related to you) as long as the foregoing constitutes a conflict that is ethically waivable. Your prospective consent to such potentially conflicting representations will not, of course, apply to any matters where, as a result of our work for you, we have obtained sensitive, proprietary or otherwise confidential information that could be used in such matters by such clients to your material disadvantage.

You agree not to reach settlement of this case with any adverse party, without first consulting Filippatos PLLC. Similarly, we will neither tender nor accept any settlement offer without your prior authorization. Moreover, while you remain the ultimate arbiter regarding satisfactory terms of settlement with Defendants, and you are not obligated to settle this case by operation of this Agreement, you agree to consider very seriously our advice regarding the appropriate disposition of this case.

Upon signing this retainer, you hereby agree to refrain from contacting any companies engaged in the business of providing advancements and/or loans on settlements, without prior written authorization from Filippatos PLLC. You also agree not to take any material legal action with respect to your case without first consulting Filippatos PLLC.

You have the right to terminate our representation of you, by written notice, at any time. We have the same right to terminate this engagement, by written notice, at any time, subject to our obligation to give you reasonable notice to permit you to obtain alternative representation and subject to applicable ethical provisions. We will not withdraw as your counsel without good reason. You hereby expressly agree that if we withdraw as your counsel for good reason, such as: (i) your failure to act in good

faith; (ii) your failure to reasonably cooperate; (iii) your failure to participate actively in this matter; (iv) your failure to make any material payment under this Agreement; (v) your unreasonable failure to follow our advice on a material matter, including unreasonably declining to settle the case in accordance with our written recommendation to you—however, the Firm agrees to collaborate with Zoya Kovalenko and attempt to resolve in good faith any disagreement that arises regarding a material matter; or (vi) identification of any fact that would make our representation unlawful or unethical – then, the Firm will be entitled to payment of (a) our unbilled or unpaid services (at then-current hourly rates); or, at our sole discretion, (b) the forty percent (40%) contingency interest stated above. Moreover, if you terminate our representation without good reason, we will be entitled to the same payments stated immediately above, as well as payment for any further reasonable fees and expenses incurred in transferring our representation to another counsel of your choice. If, conversely, you terminate our legal services for cause, as determined by a court or other adjudicatory body of competent jurisdiction, we will only be entitled to payment for the reasonable value of our unbilled or unpaid services and costs as determined on the basis of quantum meruit. Zoya Kovalenko retains sole discretion regarding any decision to engage in formal mediation with Defendants.

If for any reason we are entitled to recover attorneys' fees from the Defendants or any other opposing party in this matter, you and Filippatos PLLC both recognize that a court may or may not accept our fees as "reasonable" for various reasons. Nonetheless, you and Filippatos PLLC agree that our fees as determined in accordance with this Agreement, as well as your obligation to pay such fees, shall not be affected by any award a court may choose to make or deny. If a court orders, or an opposing party agrees to, the payment of our attorney's fees, you and Filippatos PLLC agree that we shall have the option of accepting both the attorneys' fee award/settlement as well as the fee that we are otherwise entitled to under this Agreement, so long as this does not result in an "unreasonable" fee.

As a condition to our undertaking this matter, you understand your legal obligation to locate, retain and preserve all documents in your possession or control, whether in paper or electronic/email form (including all hard copies, computer files, emails, text messages, voice messages and instant messages), that are related, in any way, to your claims against the Defendants. Please be advised that you may not alter, discard or destroy any documents, including electronic documents or information, that relate to your employment with, or claims against Defendants. If you do not comply with these instructions, it could result in monetary and/or another form of sanctions against you, including the dismissal of your claims. Thus, it is important that you take your responsibilities to preserve such documents and information very seriously. If you have any questions about your obligations, or are unsure whether certain documents must be preserved, please contact me directly.

Please be advised that in the course of our representation, you may be required to turn over materials related to social media, including, but not limited to, access to social media accounts that you control, and copies of postings you make. As such, it is important that you use all social media with discretion during the pendency of your matter. Further, "public" social media accounts are viewable by the general public and may be accessed by an adversarial party who may use material contained therein as evidence to counter or defeat your claims. As such, in most circumstances, it may be advisable to make social media accounts "private" for the duration of your matter. If you have any questions about your social media use, please let me know as soon as possible.

The Firm has agreed to take on this matter based on facts you have given and representations you have made to us. As such, the Firm relies on you to be honest and forthcoming, even about issues that you think might hurt your case. The representations you make to us may be conveyed to adversarial parties or even to the court, and hence, it is critical that you communicate with us with candor and honesty. If we later learn that you have not been honest or forthcoming about material information related to your claim, the Firm's ability to continue to represent you may be affected.

Nothing in this Agreement, however, is intended to limit (a) your absolute right to terminate our representation of you at any time, or (b) our obligation to terminate our representation of you based on an irremediable breakdown of the attorney-client relationship.

Furthermore, this Agreement confirms that Filippatos PLLC retains certain documents in compliance with Rule 1.15(d) of the New York Rules of Professional Conduct. However, we do not retain originals, and we store documents in electronic form only. All electronic documents, including emails, will be deleted seven years subsequent to our representation. The laws of the State of New York shall govern the interpretation of this agreement, including all rules or codes of ethics that apply to the provision of legal services in New York.

#### **Resolution of Disputes**

If you believe any bill is incorrect or unreasonable, you must notify us in writing within 30 days of the date of the bill, and we will promptly review the bill with you. We, of course, wish to avoid any fee disputes with our clients, and rarely have such disputes. However, in the event such a dispute does arise between us that cannot be resolved informally, it shall be settled by final and binding arbitration in New York City pursuant to Part 137 of the Rules of the Chief

Administrator – Attorney Fee Dispute Resolution Program, so long as the fee dispute is within the jurisdictional dollar limits of the Part 137 Rules (a copy of which is attached hereto). All other types of fee or billing disputes that may arise between us that cannot be resolved informally shall be settled by final and binding arbitration in New York City before a single arbitrator in accordance with the Rules of JAMS ADR (see [www.jamsadr.com](http://www.jamsadr.com)) then in effect in New York City. Unless otherwise provided for, the cost of any arbitration proceedings shall be shared equally, and each party shall be responsible for payment of its own attorney's fees incurred in the arbitration proceeding. Upon mutual written agreement by the parties, however, the arbitrator will have the authority to award legal fees and costs to the party that substantially prevails in the arbitration.

Inasmuch as the immediately foregoing paragraph involves your rights in the event of a dispute between us, you may wish to consult separate counsel regarding this provision.

If this Agreement meets with your approval, please return a copy of this letter signed in the space provided below, which will also acknowledge your receipt of the Statement of Client's Rights and the Statement of Client's Responsibilities, both of which are provided herewith. Please note that this Agreement may be executed in counterparts but may only be amended by a subsequent writing signed by the parties hereto. We very much look forward to representing you in this matter. If you have any questions, please feel free to contact me directly at any time.

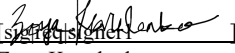
Sincerely,



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Tanvir H. Rahman

**AGREED AND ACKNOWLEDGED AS OF 24<sup>TH</sup> DAY OF JULY 2023**

By:   
[Signature]   
Zoya Kovalenko



## Audit trail

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## Document History

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